

GLACIER BAY PARK CONCESSIONS, INC.
CONCESSION CONTRACT CC-GLBA001-86 - AMENDMENT NO. 5

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary", and Glacier Bay Park Concessions, Inc., a Corporation, organized and existing under the laws of the State of Alaska, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary entered into Concession Contract No. CC-GLBA001-86 (formerly CC-9100-06-0001) on August 27, 1986, which contract was amended by Amendment #1 dated June 25, 1987, Amendment #2 dated December 20, 1990, Amendment #3, dated September 24, 1996 and Amendment #4 dated May 7, 2002 (collectively referred to as the "Contract"), whereby the Concessioner is authorized to provide facilities and services for the public within Glacier Bay National Park and Preserve during the period January 1, 1986 through December 31, 2003 (as amended); and

WHEREAS, the Secretary and the Concessioner have agreed that the Secretary shall purchase all Concessioner's interest in three (3) Concessioner employee dormitories located at Bartlett Cove in Glacier Bay National Park and further identified as Glacier Bay National Park Building Numbers GBL-56, GBL-57 and GBL-58 for \$85,000. Payment of the \$85,000 will be credited against future franchise fees that the Concessioner will owe to the Secretary as required by section 9 as they become due during the term of this contract until the amount is satisfied. If the franchise fees owed for 2003 are less than \$85,000, the National Park Service will pay the Concessioner any remaining amount owed or credit any amount still owed against any money owed to the National Park Service by the Concessioner. Once the entire \$85,000 is credited, the Concessioner will resume payment of franchise fees in accordance with the existing terms of the contract; and

WHEREAS, the Secretary and the Concessioner agree that there is no possessory interest in any improvements, including government improvements.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract CC-GLBA001-86 is hereby amended, as follows:

Language to be added to and become a part of the contract is displayed below in bold underlined print. Language to be deleted from and no longer a part of the contract is displayed below in a strike out format.

1. SEC. 12. COMPENSATION

Replace the existing subsection (g): ~~"(g) Notwithstanding any other provision of this contract to the contrary, the status of the three employee dormitories constructed by the Concessioner under the previous contract shall remain unchanged as regards possessory interest and compensation. These three structures shall not be considered as attached to or a part of the land although affixed thereto but shall remain the property of the concessioner. Upon the~~

50 ~~termination of the concession contract by limitation of time or otherwise, the Concessioner shall~~
51 ~~have the right to remove the employee structures and shall restore the area as nearly as~~
52 ~~possible to a natural condition. If the Concessioner elects not to remove the employee housing~~
53 ~~within one year after the termination of the concession contract, title to the structures~~
54 ~~and improvements provided for employees shall by operation of this agreement, and without~~
55 ~~further action by the National Park Service, pass to the United States without obligation to~~
56 ~~compensate the Concessioner therefor."~~

57
58 as follows: **"(g) The Concessioner has agreed to sell and the Secretary has agreed to**
59 **purchase all the Concessioner's interest in the three (3) employee dormitories located at**
60 **Bartlett Cove in Glacier Bay National Park and further identified as Glacier Bay National**
61 **Park Building Numbers GBL-56, GBL-57 and GBL-58 for \$85,000. Payment of the \$85,000**
62 **will be credited against future franchise fees that the Concessioner will owe to the**
63 **Secretary as required by section 9 as they become due during the term of this contract until**
64 **the \$85,000 is satisfied. If the franchise fees owed for 2003 are less than \$85,000, the**
65 **National Park Service will pay to the Concessioner any remaining amount owed within 90**
66 **days after acceptance by the National Park Service of the final Annual Financial Report**
67 **under this contract or credit any amount still owed against any money owed to the National**
68 **Park Service by the Concessioner. At such time as the purchase amount has been paid,**
69 **Concessioner will pay franchise fees pursuant to section 9. Accordingly, Notwithstanding**
70 **any other provision of this contract to the contrary, the Concessioner's possessory interest**
71 **in all improvements on the effective date of this amendment is (\$0) dollars. The**
72 **Concessioner certifies that they are the sole owners of the three (3) employee dormitories;**
73 **that no work or labor has been performed nor have any materials been furnished in**
74 **connection with the three (3) employee dormitories which would entitle any person to a**
75 **mechanic's lien under applicable law; that there is no outstanding deed, mortgage, lien,**
76 **lease, contract or other instrument adversely affecting ownership of the three (3) employee**
77 **dormitories."**

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79 2. In all other respects, the Contract shall remain in full force and effect.

80
81 IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals.

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83
84 Executed in triplicate, at Anchorage, Alaska, this 6th day of May,
85 2003.

86
87 GLACIER BAY PARK CONCESSIONS, INC.

UNITED STATES OF AMERICA

88
89
90 BY: /s/
91 Gary Hibma
92 Chief Executive Officer
93 Glacier Bay Park Concessions, Inc.

BY: /s/
Robert Arnberger
Regional Director, Alaska
National Park Service

94
95 ATTEST: Kevin M. Hill

96
97 BY: Kevin M. Hill

99 Title: Vice President, Operations